



South Carolina Department of Health  
and Environmental Control

**BUREAU OF  
BUSINESS MANAGEMENT  
DIVISION OF PROCUREMENT SERVICES**

2600 Bull Street  
Columbia, SC 29201-1708  
Telephone: (803) 898-3501 Fax: (803) 898-3505  
<http://www.scdhec.net/procurement>

**REQUEST FOR PRICE QUOTATION**

**THIS IS NOT AN ORDER**

Quotation must be received by Date: February 24, 2010 Time: 2:30 p.m. E T	Mail or fax quotation to above address <i>Wayne A. Tesh, Jr.</i> to ATTN.: Wayne A. Tesh, Jr.	Solicitation number: RFQ-37574-2/24/2010-WAT	Date issued: February 8, 2010
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Description: To establish a contract for printing of decals.

**NOTE: SEE ATTACHED SHEETS FOR SPECIFICATIONS, BIDDING SCHEDULE, PROVISIONS AND CLAUSES**

**MUST BE SIGNED TO BE VALID**

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. I agree, if this quotation is accepted within 60 days from date of closing, to furnish any and all items/services at the prices quoted.

Authorized Signature		Printed Name		Date Signed
Company			Social Security or Federal Tax Number	
Mailing Address			Area Code and Phone Number	
City	State	Zip Code	Toll Free Phone Number	
E-mail Address			Fax Number	

Any amendments to this solicitation will be posted at <http://www.scdhec.net/procurement>

Bidders are responsible for checking this site for any applicable amendments or other documents related to this solicitation.

**PURPOSE and SCOPE OF WORK:** To establish a contract for printing of retail food establishment decals for the DHEC, Bureau of Environmental Health.

### **SPECIAL CONDITIONS**

1. **AWARD:** The contract will be awarded by total to the lowest responsible and responsive bidder.
2. **REQUEST FOR QUOTATION:** The quotation must be received by DHEC-Procurement Services by February 24, 2010, by 2:30 p.m. ET
3. **FAXED QUOTATION:** A faxed quotation is acceptable. The fax number is 803-898-3505.
4. **ANTICIPATED SHIP TO:** S. C. Department of Health and Environmental Control  
2600 Bull Street  
Columbia, S.C. 29201
5. **INVOICING:** Invoice must be itemized and sent to:  
S.C. Department of Health and Environmental Control  
Health Service-Operations  
PO Box 101106  
Columbia, SC 29211
6. **CONTACT PERSON:** The contact person for this solicitation is:  
Wayne A. Tesh, Jr., CPPB  
S.C. Department of Health and Environmental Control  
Division of Procurement Services  
(803) 898-3501
7. **MODIFICATIONS:** Any modification must have prior written approval from the procurement official before proceeding with the project.
8. **PRINTING GUIDELINES:** All printing guidelines referenced in the South Carolina Government Printing Services Manual, dated September 28, 2005, shall apply.
9. **DELIVERY:** The delivery cost will be included in the unit price.
10. **MAXIMUM CONTRACT PERIOD – ESTIMATED:**  
Start Date: 01-APR-2010      End Date: 31-MAR-2015  
Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Terms of Contract – Effective Date / Initial Contract Period". This is a one year contract with four mutual one-year options to renew. If the contractor elects not to extend on the anniversary date, the contract must notify DHEC's Division of Procurement of its intention in writing ninety (90) days prior to the anniversary date.
11. **TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD**  
The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is one year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award.
12. **TERM OF CONTRACT – OPTION TO RENEW**  
At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one year, unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.
13. **OVERRUNS/UNDERRUNS:** Overruns or underruns will be based on the quantity ordered and shall not exceed 2.5%. DHEC will only pay for overruns up to 2.5%.
14. **AGENCY PROPERTY:** All artwork or samples provided to the Vendor in this production remain property of SC Department of Health & Environmental Control and must be returned to Agency Representative at completion of project, prior to payment.

**Special Conditions continued on next page.**

**Special Conditions continued from previous page.**

15. **SUCCESSFUL VENDOR PICK UP OF MATERIALS TO BE PRINTED:** Following award of contract or date indicated within the solicitation, unless otherwise stated, the Vendor will be responsible for arranging pick up of completed artwork, computer disks, or other related materials by appointment with Ms. Libby Gamble, 803-898-3866, SC-Department of Health & Environmental Control Communication Resources Center, 2600 Bull Street, Room 1500, Columbia, SC.
  - a. For release of these materials, the Vendor must reference the purchase order.
  - b. SC Department of Health & Environmental Control is not responsible for delivering, mailing, shipping or faxing any materials to Vendor.
  - c. All Visitors must enter/register at the front lobby, and shall be assigned a temporary pass for use while inside the complex.
  - d. Visitors' parking is located along Bull Street in front of Sims/Aycock Complex.
16. **SAMPLE OF MATERIALS OR DEMONSTRATION OF DESIGN OFFERED:** The vendor may be required to provide a sample of materials or demonstrate the design offered within 14 days of notification and at no additional charge to DHEC.
17. **QUANTITIES:** The quantities indicated under the Specifications and Bidding Schedule are the minimum quantities to be printed for each year of the contract. Additional undetermined quantities may be required.
18. **ARTWORK/COMPOSITION:** DHEC will furnish a Macintosh InDesign CS3 files output on a CD which contains the complete artwork and composition for this project.
19. **SCALED PROOF REQUIREMENT:** The vendor will be required to submit one proof, or as many proofs to satisfy the requirements outlined for this decal without additional charge to DHEC.
20. **IMPRINT QUALITY REQUIREMENTS:**
  - 20-a) Finished decals must be safe and appropriate for application within a food establishment, and impervious to extremes of prevailing South Carolina weather conditions for a reasonable period of time.
  - 20-b) Ink colors must be long-lasting, fade-resistant, withstanding direct sunlight or continuous artificial light.
  - 20-c) The stock used must be able to remain in extremes of cold and hot without peeling, smearing, tearing or changing color.
  - 20-d) Accurate, generous ink coverage with sharp, crisply registered images is required with grade letter solid, no writing or state seal visible through the color. The grade letter must not protrude out of the circle.
21. **PACKAGING:** Decals to be packaged in quantities of 25 per clear film wrap. Individual packs of 25 to be packaged in corrugated outer carton. Label outside of the carton to indicate contents.
22. **ADDITIONAL SERVICES:** DHEC reserves the right to make modifications to the contract to add additional decals as needed.
23. **REVISIONS TO DECALS:** DHEC does not anticipate any changes to the content of the decals during the contract period, however, we reserve the right to make changes once a year.
24. **EXAMPLE OF DECALS:** A example of the decals is available by appointment with Wayne Tesh: (803) 898-3484.

**SPECIFICATIONS AND BIDDING SCHEDULE: Item 1**

Quantity	Unit of Measure	Unit Price	Extended Price
2,000	Each	\$	\$

**AWARD:**

The award for this item to be based on a quantity of 2,000

Optional Prices for quantities to be printed as needed:

Quantity	Unit of Measure	Unit Price	Extended Price
500	Each	\$	\$
1,000	Each	\$	\$
1,500	Each	\$	\$

**Item Description: Printing of DHEC 1744A Retail Food Service Establishment Permit "A" (for mounting Outside of glass)** Self-adhesive decal in 3-color ink for application on exterior plate glass window surface. Decal peels-off backing. The peel-off backing contains message on one-side. DHEC will furnish all composition on Macintosh-based InDesign CS3 and Acrobat 6 files. See also State of S.C. Printing Specification Sheet on page 7.

Explanation of Details on State of S.C. Printing Specification Sheet:

**\* Stock:** 1.0 Mil clear, printable polyester film with clear, permanent non-removable pressure-sensitive adhesive. Heavy-weight release liner to be "slit" for removal in 5" vertical direction.

**\*Ink Colors:**

Opaque White (for "no-see-through" background)

PMS Process Black (for decal front and one side of peel-off sheet)

with screened black, equal to #63 Charcoal (for decal back)

PMS 541-C Blue (for Letter "A")

**\*Layering:** Decal front (as viewed when installed) Paper peel-off (with application instructions on reverse side)

A minimum of 2,000 brochures will be purchased each year. DHEC reserves the option to order additional brochures in quantities as specified above.

Question	Mandatory /Optional	Multiple Responses Accepted?	Response
Are you requesting the S.C. Resident Vendor Preference? See the S.C. Procurement Code, SECTION 11-35-1524(C)(1)(I)&(II) and "Procurement Preferences" on Pages 7-8 of this solicitation for more information. For Frequently Asked Questions on these preferences please see: <a href="http://www.procurement.sc.gov/preferences">www.procurement.sc.gov/preferences</a>	Mandatory	No	<p>_____ Yes</p> <p>_____ No</p>
SC/US End Product preference . SECTION 11-35-1524, See "Procurement Preferences" on Pages 7-8. Select SC End Product preference if product is made, manufactured or grown in the S.C. Select US End Product preference if product is made, manufactured or grown in the U.S. Select No if not claiming a preference.	Mandatory	No	<p>_____ No, I am not claiming either preference.</p> <p>_____ Yes, I am claiming US End Product Preference.</p> <p>_____ Yes, I am claiming SC End Product Preference.</p>

**SPECIFICATIONS AND BIDDING SCHEDULE: Item 2**

Quantity	Unit of Measure	Unit Price	Extended Price
700	Each	\$	\$
<b>AWARD:</b>			
<b>The award for this item to be based on a quantity of 700</b>			
<b>Optional Prices for quantities to be printed as needed:</b>			
Quantity	Unit of Measure	Unit Price	Extended Price
250	Each	\$	\$
500	Each	\$	\$

Item Description: **Printing of DHEC 1744C Retail Food Service Establishment Permit "C" (for mounting on exterior of glass)** Self-adhesive decal in 3-color ink for application on exterior plate glass window surface. Decal peels-off backing. The peel-off backing contains message on one-side. DHEC will furnish all composition on Macintosh-based InDesign CS3 and Acrobat 6 files. See also State of S.C. Printing Specification Sheet on page 8.

Explanation of Details on State of S.C. Printing Specification Sheet:

\* **Stock:** 1.0 Mil clear, printable polyester film with clear, permanent non-removable pressure-sensitive adhesive. Heavy-weight release liner to be "slit" for removal in 5" vertical direction.

\***Ink Colors:**

Opaque White (for "no-see-through" background)

PMS Process Black (for decal front and one side of peel-off sheet)

with screened black, equal to #63 Charcoal (for decal front and back)

PMS 199-C RED

\***Layering:** Decal front (as viewed when installed) Paper peel-off (with application instructions on reverse side)

A minimum of 700 brochures will be purchased each year. DHEC reserves the option to order additional brochures in quantities as specified above.

Question	Mandatory /Optional	Multiple Responses Accepted?	Response
Are you requesting the S.C. Resident Vendor Preference? See the S.C. Procurement Code, SECTION 11-35-1524(C)(1)(I)&(II) and "Procurement Preferences" on Pages 7-8 of this solicitation for more information. For Frequently Asked Questions on these preferences please see: <a href="http://www.procurement.sc.gov/preferences">www.procurement.sc.gov/preferences</a>	Mandatory	No	<p>_____ Yes</p> <p>_____ No</p>
SC/US End Product preference . SECTION 11-35-1524, See "Procurement Preferences" on Pages 7-8. Select SC End Product preference if product is made, manufactured or grown in the S.C. Select US End Product preference if product is made, manufactured or grown in the U.S. Select No if not claiming a preference.	Mandatory	No	<p>_____ No, I am not claiming either preference.</p> <p>_____ Yes, I am claiming US End Product Preference.</p> <p>_____ Yes, I am claiming SC End Product Preference.</p>

S. C. Department of Health and Environmental Control  
**SPECIFICATIONS AND BIDDING SCHEDULE: Item 3**

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Quantity	Unit of Measure	Unit Price	Extended Price
750	Each	\$	\$
<b>AWARD:</b>			
The award for this item to be based on a quantity of 700			
Optional Prices for quantities to be printed as needed:			
Quantity	Unit of Measure	Unit Price	Extended Price
500	Each	\$	\$
1,000	Each	\$	\$

Item Description: **Printing of DHEC 1702C Retail Food Service Establishment Permit "C" (for mounting on INSIDE of glass)** Self-adhesive decal in 3-color ink for application inside plate glass windows to show from exterior. The decal peels-off backing. DHEC will furnish all composition on Macintosh-based InDesign CS3 and Acrobat 6 files. See also State of S.C. Printing Specification Sheet on page 9.

Explanation of Details on State of S.C. Printing Specification Sheet:

\* **Stock:** 1.0 Mil clear, printable polyester film with clear, permanent non-removable pressure-sensitive adhesive. Heavy-weight release liner to be "slit" for removal in 5" vertical direction.

\* **Ink Colors:**

Opaque White (for "no-see-through" background)

PMS Process Black (for decal front, including DHEC logo)

PMS Process Black screened, equal to #63 Charcoal (for decal back)

PMS 199-C RED (for letter "C")

\* **Layering:** Blank paper peel-off. Decal front (as viewed when installed.)

A minimum of 750 brochures will be purchased each year. DHEC reserves the option to order additional brochures in quantities as specified above.

Question	Mandatory /Optional	Multiple Responses Accepted?	Response
Are you requesting the S.C. Resident Vendor Preference? See the S.C. Procurement Code, SECTION 11-35-1524(C)(1)(I)&(II) and "Procurement Preferences" on Pages 7-8 of this solicitation for more information. For Frequently Asked Questions on these preferences please see: <a href="http://www.procurement.sc.gov/preferences">www.procurement.sc.gov/preferences</a>	Mandatory	No	<p>_____ Yes</p> <p>_____ No</p>
SC/US End Product preference . SECTION 11-35-1524, See "Procurement Preferences" on Pages 7-8. Select SC End Product preference if product is made, manufactured or grown in the S.C. Select US End Product preference if product is made, manufactured or grown in the U.S. Select No if not claiming a preference.	Mandatory	No	<p>_____ No, I am not claiming either preference.</p> <p>_____ Yes, I am claiming US End Product Preference.</p> <p>_____ Yes, I am claiming SC End Product Preference.</p>

DELIVERY DATE: \_\_\_\_\_ days after receipt of order.  
The Vendor's shortest normal timeframe is requested.

TOTAL BID PRICE: \$ \_\_\_\_\_

# STATE OF S.C. FORMS SPECIFICATION SHEET

The S.C. Government Printing Services Manual (1-1-98) shall be made part of all Printing Procurements by reference.

Vendor \_\_\_\_\_ Authorized Signature \_\_\_\_\_

☒ SEE ATTACHED SPECIFICATIONS.

AGENCY NAME <b>SC Department of Health &amp; Environmental Control</b>				DELIVERY DATE REQUIRED See solicitation		INSIDE <input type="checkbox"/> DELIVERY		DATE COPY WILL BE READY FOR PICKUP BY CONTRACTOR <b>Upon award of contract</b>															
QUANTITY ORDERED See Bidding Schedule				NO. PARTS <b>1</b>		FORM NUMBER <b>DHEC 1744A (08/2007)</b>		TITLE OR DESCRIPTION OF FORM AS IT IS TO APPEAR ON CTNS & SHIPPING PAPERS <b>Retail Food Establishment Permit A (for mounting outside of glass)</b>															
<input type="checkbox"/> Continuous <input type="checkbox"/> Mailer <input type="checkbox"/> Snap Set <input checked="" type="checkbox"/> Other				COMPOSITION				SPECS		PROOFS		CARBON DUMMY		ARTWORK									
				New	Exact	Disk	Camera Ready	Changed	Rev	Exact	Yes	No	Yes	No	Screens	Reverses	Logos	Other					
				<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>							
P A R T	Overall Size Including Stub		Stub Size		Paper Specification			Carbon Size Overall Width For Continuous Forms   Length From Stub Perf For Snapshots															
			Left	Right				Ink Specifications					Marginal Words Or Designating Numbers					B E E N					
	Top	Bottom	Color	WT.	Kind	PRIM.	SEC	Back Printing	Front Copy As	Backer Copy As	No. Of Extra Perfs			Ink Color									
	1	7"	5"			*	*	*	black*	* see	black	1	2/3										
	2									attach											1 2		
	3									ments											2 3		
	4																				3 4		
	5																				4 5		
	6																				5 6		
	7																				6 7		
8																				7 8			
9																					8 9		
10																					9 10		
Numbering		From:			To:			No. Of Positions		Color		Guaranteed		List Missing		<input type="checkbox"/> Press <input type="checkbox"/> Crash		MICR Specifications		<input type="checkbox"/> Static Only <input checked="" type="checkbox"/> Static & Consecutive			
Punching		position	No. Of Holes	Diameter	C To C	Edge Of Paper To Center Of Hole		Punch Parts		Press		Drill		Special Punching									
Continuous Forms		Marginal Punching		Marginal Perfs		Crimp		Glue		Forms Handling Equipment (Specify Name & Model No.)										Characters Per Inch (Across)		Lines Per Inch (Down)	
		Left	Right	Left	Right	Left	Right	Left	Right											Printer	Deleaver	Burster	
		Paper	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>														
		Carbon	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>														
Book Binding Or Padding		Stub		Type Of Cover		Covers Printed		Ink Color		Quantity Book Or Pad		Packaging Specifications		<input checked="" type="checkbox"/> STD <input type="checkbox"/> SPL		QTY/PKG		QTY/CTN					
		Left	Right	Triad	Flyleaf	Yes	No																
		Top	Bottom	Wrap Around																			
Agency Contact See solicitation								Phone Number See solicitation															

☐ ALL COPY, PROOFS, ETC. MUST BE PICKED UP AND DELIVERED IN PERSON BY A CONTRACTOR REPRESENTATIVE WHO IS KNOWLEDGEABLE AND CAPABLE OF DISCUSSING THE CONTRACT.

SPECIAL INSTRUCTIONS: See attached sheet for more complete information:

Spec prepared: 01/20/2010/RPW

# STATE OF S.C. FORMS SPECIFICATION SHEET

The S.C. Government Printing Services Manual (1-1-98) shall be made part of all Printing Procurements by reference.

Vendor \_\_\_\_\_ Authorized Signature \_\_\_\_\_

☒ SEE ATTACHED SPECIFICATIONS.

AGENCY NAME <b>SC Department of Health &amp; Environmental Control</b>				DELIVERY DATE REQUIRED See solicitation		INSIDE <input type="checkbox"/> DELIVERY		DATE COPY WILL BE READY FOR PICKUP BY CONTRACTOR <b>Upon award of contract</b>													
QUANTITY ORDERED See Bidding Schedule				NO. PARTS <b>1</b>		FORM NUMBER <b>DHEC 1744C (02/2006)</b>		TITLE OR DESCRIPTION OF FORM AS IT IS TO APPEAR ON CTNS & SHIPPING PAPERS <b>Retail Food Service Establishment Permit C (for mounting on exterior of glass)</b>													
<input type="checkbox"/> Continuous <input type="checkbox"/> Mailer <input type="checkbox"/> Snap Set <input checked="" type="checkbox"/> Other		COMPOSITION					SPECS		PROOFS		CARBON DUMMY		ARTWORK								
		New	Exact	Disk	Camera Ready	Changed	Rev	Exact	Yes	No	Yes	No	Screens	Reverses	Logos	Other					
		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
P A R T	Overall Size Including Stub		Stub Size		Paper Specification			Carbon Size Overall Width For Continuous Forms. Length From Stub Perf For Snapshots													
			Left	Right	Color	WT.	Kind	Ink Specifications				Copy		No. Of Extra Perfs	Marginal Words Or Designating Numbers	B C A R T W E E N					
	Top	Bottom	PRIM.	SEC				Back Printing	Front Copy As	Backer Copy As	H	V	P				Ink Color				
	WIDTH	LENGTH																			
	1	7"	5"			*	*	*	black*	* see	black	1	2/3								
	2									attach								1 2			
	3									ments								2 3			
	4																	3 4			
	5																	4 5			
	6																	5 6			
7																	6 7				
8																	7 8				
9																	8 9				
10																	9 10				
Numbering		From:			To:			No. Of Positions		Color		Guaranteed <input type="checkbox"/>		List Missing <input type="checkbox"/>		<input type="checkbox"/> Press <input type="checkbox"/> Crash MICR Specifications <input type="checkbox"/> Static Only <input type="checkbox"/> Static & Consecutive					
Punching		position	No. Of Holes	Diameter	C To C	Edge Of Paper To Center Of Hole		Punch Parts		Press <input type="checkbox"/>		Drill <input type="checkbox"/>		Special Punching							
Continuous Forms		Marginal Punching		Marginal Perfs		Crimp		Glue		Forms Handling Equipment (Specify Name & Model No.)						Characters Per Inch (Across)		Lines Per Inch (Down)			
		Left	Right	Left	Right	Left	Right	Left	Right												
		Paper	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Printer						Deleaver		Burst			
		Carbon	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>												
Book Binding Or Padding		Stub		Type Of Cover		Covers Printed		Ink Color		Quantity		Packaging Specifications									
		Left	Right	Triad	Flyleaf	Yes	No		Book Or Pad												
		Top	Bottom	Wrap Around								Packing <input checked="" type="checkbox"/> STD <input type="checkbox"/> SPL						QTY/PKG 25's		QTY/CTN Std	
Agency Contact See solicitation								Phone Number See solicitation													

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Spec prepared: 01/20/2010/RPW

S. C. Dept. of Health & Env. Control  
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# STATE OF S.C. FORMS SPECIFICATION SHEET

The S.C. Government Printing Services Manual (1-1-98) shall be made part of all Printing Procurements by reference.

Vendor \_\_\_\_\_ Authorized Signature \_\_\_\_\_

☒ SEE ATTACHED SPECIFICATIONS.

AGENCY NAME <b>SC Department of Health &amp; Environmental Control</b>				DELIVERY DATE REQUIRED See solicitation		INSIDE <input type="checkbox"/> DELIVERY		DATE COPY WILL BE READY FOR PICKUP BY CONTRACTOR <b>Upon award of contract</b>													
QUANTITY ORDERED See Bidding Schedule				NO. PARTS <b>I</b>		FORM NUMBER <b>DHEC 1702C (02/2006)</b>		TITLE OR DESCRIPTION OF FORM AS IT IS TO APPEAR ON CTNS & SHIPPING PAPERS <b>Retail Food Establishment Permit C (for mounting inside of glass)</b>													
<input type="checkbox"/> Continuous <input type="checkbox"/> Mailer <input type="checkbox"/> Snap Set <input checked="" type="checkbox"/> Other				COMPOSITION						SPECS		PROOFS		CARBON DUMMY		ARTWORK					
				New	Exact	Disk	Camera Ready	Changed	Rev	Exact	Yes	No	Yes	No	Screens	Reverses	Logos	Other			
				<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
P A R T	Overall Size Including Stub		Stub Size		Paper Specification			Carbon Size Overall Width For Continuous Forms: Length From Stub Perf. For Snapshots										B E T W E E N			
			Left	Right	Color	WT.	Kind	Ink Specifications		Copy		No. Of Extra Perfs			Marginal Words Or Designating Numbers						
	Top	Bottom	PRIM.	SEC				Back Printing	Front Copy As	Backer Copy As	H	V	P								
	WIDTH	LENGTH																			
	1	7"	5"			*	*	*	black*	* see	black	1	2/3								
	2									attach										1 2	
	3									ments										2 3	
	4																			3 4	
	5																			4 5	
	6																			5 6	
7																		6 7			
8																		7 8			
9																		8 9			
10																		9 10			
Numbering		From:				To:				No. Of Positions		Color		Guaranteed <input type="checkbox"/>		List Missing <input type="checkbox"/>		<input type="checkbox"/> Press <input type="checkbox"/> Crash <input type="checkbox"/> MICR Specifications <input type="checkbox"/> Static Only <input type="checkbox"/> Static & Consecutive			
Punching		position	No. Of Holes	Diameter	C To C	Edge Of Paper To Center Of Hole		Punch Parts		Press <input type="checkbox"/>	Drill <input type="checkbox"/>	Special Punching									
Continuous Forms		Marginal Punching		Marginal Perfs		Crimp		Glue		Forms Handling Equipment (Specify Name & Model No.)						Characters Per Inch (Across)		Lines Per Inch (Down)			
		Left	Right	Left	Right	Left	Right	Left	Right												
		Paper	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Printer						Deleaver		Burstier		
		Carbon	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>											
Book Binding Or Padding		Stub		Type Of Cover		Covers Printed		Ink Color		Quantity		Packaging Specifications									
		Left	Right	Triad	Flyleaf	Yes	No		Book Or Pad												
		Top	Bottom	Wrap Around								Packing <input checked="" type="checkbox"/> STD <input type="checkbox"/> SPL						QTY/PKG		QTY/CTN Std	
Agency Contact See solicitation								Phone Number See solicitation													

☐ ALL COPY, PROOFS, ETC. MUST BE PICKED UP AND DELIVERED IN PERSON BY A CONTRACTOR REPRESENTATIVE WHO IS KNOWLEDGEABLE AND CAPABLE OF DISCUSSING THE CONTRACT.

SPECIAL INSTRUCTIONS: See attached sheet for more complete information:

Spec prepared: 01/20/2010/RPW

**PROCUREMENT PREFERENCES**

**PREFERENCES – A NOTICE TO VENDORS (SEP. 2009):** On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at [www.procurement.sc.gov/preferences](http://www.procurement.sc.gov/preferences). **ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4)&(6)]

**PREFERENCES – ADDRESS AND PHONE OF IN-STATE OFFICE:** Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)7(ii) or the Resident Contractor Preference (11-35-1524(C)(1)(iii). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

☐ In-State Office Address same as Home Office Address  
Address (check only one)

☐ In-state Office Address same as Notice

**SOUTH CAROLINA/UNITED STATES PRODUCT PREFERENCE - (Product preference does not apply to services.)**  
In order to receive the South Carolina/United States made, manufactured or grown end-product preference, you must check the appropriated space(s) provided under the Bidding Schedule.

**PREFERENCES - A NOTICE TO VENDORS (SEP. 2009)**

On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at [www.procurement.sc.gov/preferences](http://www.procurement.sc.gov/preferences). **ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4)&(6)]

**PREFERENCES - SC/US END-PRODUCT (SEP 2009)**

Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the tangible project identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms "made," "manufactured," and "grown" are defined by Section 11-35-1524(A). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, you certify that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law. Post award substitutions are prohibited. See "Substitutions Prohibited - End Product Preferences (Sep 2009)" provision.

**PREFERENCES - RESIDENT CONTRACTOR PREFERENCE (SEP 2009)**

To qualify for the RCP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must, at the time you submit your bid, directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the

solicitation and your total direct labor cost for those individuals to provide those services must exceed fifty percent of your total bid price. [11-35-1524(C)(1)(iii)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that will perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, and documentation of the your labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action).

**PREFERENCES - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009)**

To qualify for this preference, You must meet the following requirements. (1) You must -- at the time you submit your bid -- have a documented commitment from a single proposed first tier subcontractor to perform some portion of the services expressly required by the solicitation. (2) The subcontractor -- at the time you submit your bid -- must directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and the total direct labor cost to the subcontractor for those individuals to provide those services exceeds, as applicable, either twenty percent for a 2% preference or forty percent of bidder's total bid price for a 4% preference. (3) You must identify the subcontractor that will perform the work, the work the subcontractor is to perform, and your factual basis for concluding that the subcontractor's work constitutes the required percentage of the work to be performed in the procurement. [11-35-1524(D)] You can stack this preference, i.e., earn another 2% or 4% preference for each additional qualifying subcontractor, but the preference is capped. [11-35-1524(D)(4), (E)(7)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that are to perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, the employer of those persons, your relationship with the employer, and documentation of the subcontractor's labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). **YOU WILL NOT RECEIVE THE PREFERENCE UNLESS YOU SPECIFY WHETHER YOU ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE.**

**PREFERENCES - RESIDENT VENDOR PREFERENCE (SEP 2009)**

To qualify for the RVP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the general type of commodities for which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars [\$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate (as defined in Section 1563 of the Internal Revenue Code).

**SUBCONTRACTOR SUBSTITUTION PROHIBITED - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009):** If you receive an award as a result of the subcontractor preference, you may not substitute any business for the subcontractor upon which you relied to qualify for the preference, unless first approved in writing by the procurement officer. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, the procurement officer may require you to pay the State an amount equal to twice the difference between the price paid by the State and the price offered by the next lowest bidder, unless the substituted subcontractor qualifies for the preference. [11-35-1524(D)(5)(c)]

**SUBSTITUTIONS PROHIBITED - END PRODUCT PREFERENCES (SEP 2009):** If you receive the award as a result of the South Carolina end product or United States end product preference, you may not substitute a nonqualifying end product for a qualified end product. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, you shall pay to the State an amount equal to twice the difference between the price paid by the State and your evaluated price for the item

**PLEASE READ THE FOLLOWING CAREFULLY PRIOR TO COMPLETING RFQ****INSTRUCTIONS TO BIDDERS**

**DISCUSSIONS AND NEGOTIATIONS:** By submission of a quotation, bidder agrees that during the period following issuance of this solicitation and prior to notification of intent or award of a contract, the bidder shall not discuss this procurement with any party except members of the DHEC Procurement Division or other parties designated in this solicitation. Bidder shall not discuss or attempt to negotiate with the using area or program any aspects of the procurement without prior approval of the DHEC Procurement Division Buyer responsible for the procurement. Infractions may result in rejection of the violator's quotation.

- 1) By submission of a bid, you are certifying that your company has not been debarred or suspended under OMB circular A-133 Compliance Supplement or otherwise from doing business in the State of South Carolina.
- 2) Unless otherwise required herein, only one signed copy of the Request for Quotation is required.
- 3) Quotations "faxed" directly to the DHEC Procurement Office are acceptable unless otherwise stated in this package.
- 4) Quotations, amendments thereto or withdrawal request must be received by the time advertised for bid closing. It is the bidder's sole responsibility to insure that these documents are received by the person (or office) at the time indicated in this solicitation document. Any withdrawal request received after the time of the bid closing shall be governed by State Regulation 19-445.2085.
- 5) When specifications or descriptive papers are submitted with the RFQ submission, enter bidder's name thereon.
- 6) Submit your signed RFQ on this form.
- 7) Bidders must clearly mark as "CONFIDENTIAL" each part of their quotation which they consider to be proprietary information that could be **exempt from disclosure** under Section 30-4-40, Code of Laws of South Carolina 1976 (1986 Cum. Supp.; Freedom of Information Act). If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. DHEC reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the State, DHEC or its agents for its determination in this regard.
- 8) By submission of a quotation, you are guaranteeing that all goods and services meet the requirements of this solicitation during the contract period.
- 9) **Tie quotations** will be resolved as outlined in section 11-35-1520(9) of the South Carolina Consolidated Procurement Code.
- 10) **Taxes:** Prices are to be exclusive of all sales, use and like taxes.
- 11) **Correction of errors on this RFQ form:** All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the quotation. Erasures or use of typewriter correction fluid may be cause for rejection. No quotation shall be altered or amended after the time specified for the bid closing.
- 12) **Ambiguous quotations** which are uncertain as to terms, delivery, quantity or compliance with this solicitation may be rejected or otherwise disregarded.
- 13) **Failure to respond** to three consecutive RFQs may result in removal of bidder's name from the mailing list.

**GENERAL PROVISIONS**

- 14) **Unit prices** will govern over extended prices unless otherwise stated in this solicitation.
- 15) **Prohibition of Gratuities:** Amended section 8-13-420 of the 1976 Code of Laws of South Carolina States: "Whoever gives or offers to any public official or public employee any compensation, including a promise of future employment, to influence his action, vote, opinion or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his action, vote, opinion or judgment shall be subject to the punishment as provided by Section 16-9-210 and Section 16-9-220. The provisions of this section shall not apply to political contributions unless such contributions are conditioned upon the performance of specific actions of the person accepting such contribution nor shall they prohibit a parent, grand-parent or relative from making a gift to a child, grandchild, or other close relative for love and affection except as hereafter provided".
- 16) **Bidder's Qualification:** Bidders must, upon request of DHEC, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. DHEC reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein.
- 17) **Bidder's Responsibility:** Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this solicitation. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this quotation or to the subsequent contract.

- 18) **Amendments:** All amendments to and interpretations of this solicitation shall be in writing from the DHEC Procurement Office. Neither DHEC or the Procurement Officer shall be legally bound by any amendment or interpretation that is not in writing.
- 19) **Award Criteria:** Awards shall be as indicated herein to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in this solicitation. Award may take longer than fourteen days. A copy of the award notice should be posted on the Procurement Bulletin Board located at 2600 Bull Street in the Aycock Building directly across from the Personnel Division and next to the Bureau of Business Management's Procurement Services Division.
- 20) **Rejection:** (In accordance with Regulation: 19-445-2070) DHEC reserves the right to reject any bid: (1) which fails to conform to the essential requirements of the invitation for bid; (2) alternate bids which do not conform to the specifications contained or referenced in the invitation for bid; (3) which fails to conform to the delivery schedule; (4) when the bidder attempts to impose conditions which would modify requirements of the invitation for bid or limit his liability to the State; (5) if the procurement officer determines in writing that it is unreasonable as to price; (6) when a bid guarantee is required and a bidder fails to furnish; (7) which is unsigned.
- 21) **Competition:** This solicitation is intended to promote competition. If the language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested bidders to notify the DHEC Procurement Office in writing so as to be received five days prior to the closing date. Notification may be "faxed" to the DHEC Procurement Office, (803) 898-3505. The solicitation may or may not be changed but a review of such notification will be made prior to award.
- 22) **Order of Precedence:** In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order; (1) the bidding schedule, (2) general provisions and general conditions, (3) instruction to bidders, (4) special provisions or special conditions of the contract whether incorporated by reference or otherwise, and (5) the specifications.

#### GENERAL CONDITIONS

- 23) **Contract Administration:** Questions or problems arising after award of this solicitation/contract shall be directed to the DHEC Procurement Office, 2600 Bull Street, Columbia, SC, 29201-1708. Reference the solicitation and contract number.
- 24) **Default:** In case of default by the contractor, DHEC reserves the right to purchase any or all items in default in the open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible bidder until the assessed charge has been satisfied.
- 25) **Force Majeure:** The contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. But in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet required delivery schedule(s).
- 26) **Save Harmless:** (This General Condition does not apply to solicitations for service requirements). The successful bidder shall indemnify and save harmless the State of South Carolina and DHEC and all its officers, agents and employees from all suits or claims of any character brought by reason of infringing on any patent, trade mark or copyright. The bidder shall have no liability to DHEC if such patent, trade mark or copyright infringement or claim is based upon the bidder's use of material furnished to the bidder by the State.
- 27) **Publicity Releases:** By submission of a quotation, the contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by DHEC or user.
- 28) **Tax Credit Availability:** Bidders interested in income tax credit availability by subcontracting with Certified Minority Firms should contact the Office of Minority Business Assistance, 1205 Pendleton Street, Columbia, SC, 29201. (803-734-0564)
- 29) **Affirmative Action:** The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
- 30) **Assignment:** Unless otherwise indicated in this solicitation, no contract or its provisions may be assigned, sublet, subcontracted, or transferred without the prior written consent of the DHEC Procurement Office.

- 31) **Termination:** Any contract resulting from this solicitation may be terminated by DHEC by providing a thirty day advance notice in writing to the successful contractor.
- 32) **Non-Appropriations:** Any contract entered into by DHEC resulting from this solicitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
- 33) **Convenience:** In the event that this contract is terminated or canceled upon request and for the convenience of DHEC without the required thirty days advance written notification, then DHEC shall negotiate reasonable applicable termination costs.
- 34) **Cause:** Any contract resulting from this solicitation may be terminated without advance notice by DHEC for cause, default or negligence on the part of the successful contractor.
- 35) **S.C. Law Clause:** Upon award of a contract under this quotation, the person/partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State. By submission of a quotation, the bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State of South Carolina.
- 36) **Quality of Product:** (This general condition does not apply to solicitations for printing or service requirements). Unless otherwise indicated in this solicitation, it is understood and agreed that any item offered or shipped as a result of this solicitation shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging. For information technology procurements as defined in Section 11-35-310 of the SC Procurement Code, if items that are other than new (i.e., remanufactured or refurbished) are desired to be bid, the bidder must obtain written permission to bid such items at least five days in advance of the RFQ closing date. Written permission must be obtained from the DHEC Procurement Office.
- 37) **Compliance with Federal Requirements:** S.C. State or Federal requirements that are more restrictive shall be followed in bidding, awarding and performance of this contract.
- 38) **Drug-Free Workplace:** Required by Section 44-107-10 (Drug Free Work-Place Act) of the SC Code of Laws, 1976, as amended. By submission of a quotation, the bidder certifies that he will comply with all aspects of the Drug-Free Workplace Act and will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of this contract. This certification also applies to any individual or firm employed by the contractor.
- 39) **Confidentiality Policy:** The successful contractor agrees to abide by DHEC's policy of confidentiality which states in part that all information as to personal facts and circumstances given or made available to employees and/or contractors of DHEC in administration of programs shall be held confidential and shall not be divulged without the express written consent of the individual(s) to which it pertains.
- 40) **Item Substitution:** No substitution of items will be allowed on any purchase made from the awarded contract without written permission from the DHEC Procurement Office.
- 41) **Outside Contractor Program:** If applicable to scope of contract, contracted employees working on DHEC properties are entitled to information about hazardous chemicals present at DHEC; and DHEC's personnel are entitled to information about hazardous chemicals brought to the facilities by contractors. In order to assure continued compliance with the Hazard Communication Standards while contractors are on DHEC property and to control potential compliance obligations under the Superfund Amendments and Re-authorization Act, it is DHEC's policy to:
- Obtain written assurance that the contractor's employees have been trained to understand the hazards of the chemicals at DHEC and how to use appropriate personal protective equipment. All personal protective equipment and training required for the contractor's employees will be provided by the contractor at the contractor's expense. (This includes SC State General Services employees).
  - Require the contractor to notify the DHEC Bureau of Business Management or the appropriate DHEC unit Director when introducing hazardous chemicals into DHEC work areas, which may harmfully expose DHEC employees. If the contractor is introducing such hazardous chemicals into any DHEC facility or onto DHEC property, the contractor shall provide the DHEC Division of Procurement Services or the DHEC unit Director copies of the Material Safety Data Sheets (MSDS) for those chemicals. The DHEC Division of Procurement Services or the DHEC unit Director should provide appropriate information to the DHEC employees before the contractor(s) enter any DHEC facility with chemicals.
  - DHEC reserves the right to refuse to allow any contractor to bring any chemical onto DHEC property. DHEC also reserves the right to refuse to allow any contractor to bring certain quantities of chemicals on DHEC property.
- 42) Any written assurances, MSDS's or correspondence required must be submitted prior to beginning any aspect of the contract.

- 43) **Travel:** As applicable, reimbursement to contractors for travel expenses will be made in accordance with regulations established for State employee travel and in accordance with guidelines established by DHEC.

**SPECIAL PROVISIONS**

- 44) **FOB Destination:** All deliveries shall be FOB Destination. It is agreed by the parties hereto that delivery by the contractor to the common carrier does not constitute delivery to the State. Any claim for loss or damage shall be between the contractor and the carrier. Quotations received otherwise may be subject to rejection.
- 45) **Shipping/Delivery Charges:** Unless otherwise indicated in the "Special Conditions", any applicable shipping, delivery, assembly or installation charges are to be indicated on the bidding schedule herein.
- 46) **Specifications:** The specifications listed herein are not to be considered restrictive to one source of supply. However, items offered must be equal in quality and performance. The bidder to include with his quotation supporting product data sufficient for DHEC to determine equality and acceptability. DHEC reserves the right to reject any offering in which the items offered are considered unsatisfactory in any manner. DHEC will determine if minor deviations from the listed features or performance are acceptable.
- 47) **Confidentiality:** The Contractor and all contracting employees shall not discuss, disclose, release, divulge or otherwise communicate, any confidential information as to personal facts and circumstances observed or overheard while performing work pursuant to this contract. The Contractor and all contracting employees, their agents, personal representatives and assigns, shall be fully liable and accountable for any resulting damage or injury to any person, institution or DHEC.

## Drug-Free Workplace Affidavit

**MUST BE RETURNED TO PURCHASING**

*I certify to comply with the Drug-Free workplace Act, Section 44-107-10 et seq. of the South Carolina code of Laws to provide a drug-free workplace (copy attached). (NOTE: This clause applies to any resultant contract of \$50,000.00 or more). The State of South Carolina has amended Title 44, Code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act. (See Act No. 593, 1990 Acts and Joint Resolutions). The text of this Act is included herewith.*

VENDOR: \_\_\_\_\_

\_\_\_\_\_  
Street or PO Box\_\_\_\_\_  
City\_\_\_\_\_  
State\_\_\_\_\_  
Zip

Telephone \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_

F.E.I.N. # \_\_\_\_\_

S.S # \_\_\_\_\_

FAILURE TO FURNISH THIS AFFIDAVIT

WILL RESULT IN THE DELAY OF CONTRACT

**THIS PAGE MUST BE SIGNED**

Please return to: South Carolina Department of Health & Environmental Control  
Procurement Services Division  
Bureau of Business Management  
2600 Bull Street  
Columbia, SC 29201

FAX # (803) 898-3505

Telephone # (803) 898-3501



## TITLE 44. HEALTH

## CHAPTER 107. THE DRUG-FREE WORKPLACE ACT

**SECTION 44-107-10.** Short title. [SC ST SEC 44-107-10]

This chapter may be cited as "The Drug-free Workplace Act".

**SECTION 44-107-20.** Definitions. [SC ST SEC 44-107-20]

As used in this chapter:

- (1) "Drug-free workplace" means a site for the performance of work done in connection with a specific grant or contract of an entity at which employees of the entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of this chapter.
- (2) "Employee" means the employee of a grantee or contractor engaged in the performance of work pursuant to the provisions of the grant or contract.
- (3) "Controlled substance" means a controlled substance in Article 3, Chapter 53 of this title.
- (4) "Conviction" means a finding of guilt, including a plea of nolo contendere or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.
- (5) "Criminal drug statute" means a criminal statute involving manufacture, distribution, dispensation, use, or possession of any controlled substance.
- (6) "Grantee" means the department, division, or other unit of a person responsible for the performance under a grant.
- (7) "Contractor" means the department, division, or other unit of a person responsible for the performance under a contract with a state agency.

**SECTION 44-107-30.** Certification that drug-free conditions exist required for eligibility for certain state grants and contracts. [SC ST SEC 44-107-30]

No person, other than an individual, may receive a domestic grant or be awarded a domestic contract for the procurement of any goods, construction, or services for a stated or estimated value of fifty thousand dollars or more from any state agency unless the person has certified to the using agency that it will provide a drug-free workplace by:

- (1) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- (2) establishing a drug-free awareness program to inform employees about:
  - (a) the dangers of drug abuse in the workplace;
  - (b) the person's policy of maintaining a drug-free workplace;
  - (c) any available drug counseling, rehabilitation, and employee assistance programs; and
  - (d) the penalties that may be imposed upon employees for drug violations;
- (3) making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by item (1);
- (4) notifying the employee in the statement required by item (1) that, as a condition of employment on the contract or grant, the employee will:
  - (a) abide by the terms of the statement; and
  - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;
- (5) notifying the using agency within ten days after receiving notice under item (4)(b) from an employee or otherwise receiving actual notice of the conviction;
- (6) imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted as required by Section 44-107-50; and
- (7) making a good faith effort to continue to maintain a drug-free workplace through implementation of items (1), (2), (3), (4), (5), and (6).

**SECTION 44-107-40.** Individual required to certify absence of drug-related activity to qualify for state grant or contract. [SC ST SEC 44-107-40]

No state agency may enter into a domestic contract or make a domestic grant with any individual for a stated or estimated value of fifty thousand dollars or more unless the contract or grant includes a certification by the individual that the individual will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

**SECTION 44-107-50.** Required response to employee's conviction of drug-related offense. [SC ST SEC 44-107-50]

A grantee or contractor shall, within thirty days after receiving notice from an employee of a conviction pursuant to Article 3, Chapter 53 of this title:

- (1) take appropriate personnel action against the employee up to and including termination; or
- (2) require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for the purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

**SECTION 44-107-60.** Conditions justifying suspension or termination of state grant or contract. [SC ST SEC 44-107-60]

Each domestic contract or domestic grant awarded by a state agency is subject to suspension of payments or termination or both, and the contractor or grantee under the contract or grant or the individual who entered the contract with or received the grant from the state agency, as applicable, is subject to suspension or debarment in accordance with Section 11-35-4220 if the appropriate Chief Procurement Officer, as defined in Section 11-35-310(5), determines that:

- (1) the contractor or grantee has made a false certification under Section 44-107-30 or 44-107-40;
- (2) the contractor or grantee violates the certification by failing to carry out the requirements of Section 44-107-30(1), (2), (3), (4), (5), and (6);
- (3) the contractor or grantee does not take appropriate remedial action against employees convicted on drug offenses as specified in Section 44-107-50; or
- (4) the number of employees of the contractor or grantee who have been convicted of violations of criminal drug statutes for violations occurring in the workplace reasonably indicates that the contractor or grant recipient has failed to make a good faith effort to provide a drug-free workplace as required by this chapter.

**SECTION 44-107-70.** Duration of debarment. [SC ST SEC 44-107-70]

Upon issuance of any final decision under this chapter requiring debarment of a contractor, grantee, or individual, the contractor, grantee, or individual is ineligible for award of any contract or grant by any state agency for a period specified in the decision of at least one year but not to exceed five years.

**SECTION 44-107-80.** Technical assistance with implementation. [SC ST SEC 44-107-80]

Upon request, the Department of Alcohol and Other Drug Abuse Services shall provide technical assistance to any state agency to assist with the implementation of this chapter. Additionally, upon request, the names and addresses of contractors and grantees providing a drug-free workplace pursuant to this chapter must be provided to the department.

**SECTION 44-107-90.** Failure to comply with this chapter not grounds for protest. [SC ST SEC 44-107-90]

Failure to comply with any provision of this chapter shall not be grounds for any protest under Section 11-35-4210.